

STRATEGIC PARTNERSHIPS PROGRAMME

Partnership Agreement No.

Agreement between the project coordinator and partner

The subject of the Agreement is the implementation of the project 'Competent student - experienced graduate: workshops developing competences needed for sustainable development in the labour market', hereinafter referred to as *Project*, co-financed by the National Agency for Academic Exchange (NAWA) in accordance with the decision of the Director of the Agency No. BPI/PST/2024/1/00034/ DEC/I/2 of 13 October 2025, under the Strategic Partnerships Programme (**Agency's decision No. BPI/PST/2024/1/00034/DEC/I/2**)

The Agreement governs the relations between:

the University of Opole, with its seat at 11 Kopernika Sq., 45-040 Opole, hereinafter referred to as **Coordinator** of the afore-mentioned Project, represented for the purposes of signing this Agreement by its legal representative...

on the one part,

and

Mendelova univerzita v Brně, with its seat at Zemědělská 1665/1, Brno – Černá Pole, 613 00, CZ, hereinafter referred to as Partner represented for the purposes of signing this Agreement by prof. Dr. Ing. Jan Mareš, Rector,

on the other part, which hereby agreed as follows:

Article 1. Subject

1. The **Coordinator** and the **Partner** undertake to carry out the Project covered by this Agreement. This Agreement shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the Project with the agreement number **BPI/PST/2024/1/00034/U/00001**, signed between the **Polish National Agency of Academic Exchange (NAWA)** and the **Coordinator**. The Partner shall perform all of the Beneficiary's obligations arising from the above documents within the scope of its tasks, in particular those relating to:

- eligibility of expenditure,
- documentation and reporting,
- acknowledgement,
- document keeping,
- participation in inspections,

- rules for making changes to the Project.

In the event of any discrepancies, NAWA documents and attachments shall take precedence.

2. The total cost of the project for the contractual period referred to in agreement No. **BPI/PST/2024/1/00034/U/00001**, all financing combined, is estimated at PLN 1,579,533.00.
3. The subject matter of this Agreement and the related work programme are detailed in the appendices and agreement **BPI/PST/2024/1/00034/U/00001** and its appendices, which form an integral part of this Agreement and which each Party declares to have read and approved.

Article 2. Duration

1. The Project referred to in Article 1 has duration of **24 months**. It starts on **01 September 2025** and ends on **31 August 2027**.
2. This Agreement enters into force on the date of signing by the last of both participating parties and terminates at the moment of payment of the balance of the Agreement, as mentioned in Article 7(1).
3. The period of eligibility of the costs starts on **01 September 2025** and finishes on **31 August 2027**.

Article 3. Obligations of the Coordinator

The Coordinator shall undertake:

1. To take all the steps necessary to prepare, perform and correctly manage the Project set out in this Agreement and its appendices, in accordance with the objectives of the Project as set out in the Agreement No. **BPI/PST/2024/1/00034/U/00001** concluded between the **National Agency of Academic Exchange** and the **Coordinator**;
2. To notify and provide the Partner with any amendments made to Agreement No. **BPI/PST/2024/1/00034/U/00001** concluded with the National Agency;
3. To define, in conjunction with the Partner, the role, rights and obligations of the both parties, including those concerning the attribution of the intellectual property rights;
4. To comply with all provisions of agreement **BPI/PST/2024/1/00034/U/00001** that apply to the Coordinator in relation to the National Agency.

Article 4. Obligations of the Partner

The Partner shall undertake:

1. To take all the steps necessary to prepare, perform and correctly manage the part of the Project to be carried out by the Partner as specified in this Agreement and its appendices, in accordance with the objectives of the Project as set out in the Agreement No. **BPI/PST/2024/1/00034/U/00001** concluded between the **National Agency** and the **Coordinator**;
2. To comply with all provisions of agreement **BPI/PST/2024/1/00034/U/00001** that apply to the **Coordinator**

in relation to the **National Agency**.

3. The Partner undertakes to apply the up-to-date cost eligibility rules, action implementation rules and Programme guidelines, including any changes made by the NAWA during the course of the Project.
4. The Partner will provide the Coordinator with any information, clarification or documents required for the management of the Project, the preparation of reports or responses to NAWA's requests within no more than 3 working days of receiving the Coordinator's request.
5. If NAWA sets a shorter deadline than that indicated above, the Partner shall provide the Coordinator with the required information in time for the Coordinator to meet NAWA deadline, but no later than 24 hours after the Coordinator's request.
6. To accept responsibility for all the information communicated to the Coordinator, including details of expenses settled in reports and, where appropriate, ineligible expenses;
7. To define in conjunction with the **Coordinator** the role and rights and obligations of the Parties including those concerning the attribution of the intellectual property rights.
8. The Partner undertakes to co-operate with the Coordinator and institutions entitled to inspect the Project, in particular NAWA, NIK [Supreme Audit Office of Poland], EC and external auditors, by making documents, data and explanations available at the times indicated by them.
9. The Partner is obliged to mark all the prepared materials, works and documents arising and related to the implementation of the Project, which shall be made public or intended for the target group, by placing on them, in a prominent place:
 - a) Agency's logo, available for download from www.nawa.gov.pl,
 - b) the note: "Projekt finansowany przez Narodową Agencję Wymiany Akademickiej" or "The project is financed by the Polish National Agency for Academic Exchange" (in audio products, information on funding by the Agency must be read in the recording).

Article 5 Financing

1. The total amount of funds transferred to the Partner for the implementation of its tasks in the Project amounts to a maximum of PLN, according to the budget attached as Appendix A.
2. The Partner shall incur eligible expenditure in accordance with the Beneficiary Manual, the Programme rules and the legal regulations.
3. Any settlements made between the Parties will be made in the Polish currency – Polish zloty (PLN).
4. The Partner shall settle advance payments received from the Coordinator on the basis of **an accounting note issued by the Partner** containing a statement of expenditure and photocopies of invoices.
5. The documents listed in the statement of expenditure referred to in Point 3 shall be converted into PLN in accordance with the conversion rate applicable under the Partner's national regulations on income tax, goods and services tax and accounting principles.

6. The Partner shall indicate in each document in the statement:
 - the rate applied,
 - the basis for its determination (including the date of the rate and the source).
7. The Coordinator has the right to verify the correctness of the rate applied and to request documents or regulations confirming the compliance of the rate with the Partner's national regulations.

Article 6. Co-financing

The Partner's financial contribution to the project amounts to **PLN 0**.

Article 7. Payments

1. The **Coordinator** undertakes to make payments, relating to the subject matter of this contract, to the Partner in accordance with the performance of the tasks and in accordance with the following schedule:
 - a) 1st pre-financing payment: 50% of the signing of this Agreement, and after the **National Agency** makes the first pre-financing payment to the **Coordinator**;
 - b) 2nd pre-financing payment: 40% upon completion of the agreed tasks and outputs in the work programme and after the **National Agency** approves the interim Report and releases the second pre-financing payment to the Coordinator; This shall take place within 21 working days of the approval of the Interim Report, provided that at least 80% of the funds transferred to date for the entire Partnership to the Coordinator have been settled.
 - c) the final payment of up to 10% of the remaining grant - the balance on the basis of the approved costs will be paid once the Partner's contractual obligations are fully met and all necessary supporting documents have been received and the **National Agency** approves the Final Report and makes the balance payment to the **Coordinator**.
2. All payments made to the Partner shall be in the form of advance payments intended to finance expenditure incurred during Project implementation. The final settlement of these advances will take place after the National Agency has approved the final report and the eligible costs. If part or all of the expenditure is not approved, the Partner will reimburse the Coordinator the appropriate part of the funds.
3. All payments made in connection with the implementation of the Project between the Coordinator and the Partner shall be made through the indicated bank accounts.
4. The Coordinator may suspend payments to the Partner if it finds or has reasonable grounds to suspect that there have been irregularities in the performance of this Agreement or in the performance of tasks, in particular in the event of late performance of tasks, obstruction of the inspections of the performance of tasks, documenting the performance of tasks in a manner not in compliance with the provisions of this Agreement, or at the request of auditing institutions.
5. The Parties are obliged to disclose any revenue that arises in connection with the implementation of the Project.

6. In the event of improper expenditure of funds by the Project Partner, the funds shall be returned to the Coordinator's account, together with interest at the rate specified for tax arrears in accordance with the legislation of the Coordinator's country.
7. The Partner undertakes to settle the total grant received from the Coordinator. In the event of failure to settle all the grant received, it shall be refunded to the Coordinator's bank account within 14 calendar days from the date of completion of the Project.
8. If the National Agency refuses to approve part or all of the Partner's expenditure, the Partner is obliged to reimburse the Coordinator the equivalent of the unapproved funds within 14 days of the receipt of the request.
9. In the event of late reimbursement, the Partner undertakes to pay the Coordinator interest as for tax arrears, calculated from the day following the deadline for reimbursement.
10. Funds misused or collected unduly or collected in excess, resulting from the settlement, shall be repaid upon request of the Coordinator within the period indicated by the Coordinator, not shorter than 14 days. In this case, the Partner shall be obliged to repay the funds plus interest at the same rate as for tax arrears, calculated from the date on which the funds were transferred.
11. The Coordinator shall be entitled to set off any amounts due to the Partner against amounts recoverable from the Partner on account of irregularities, financial corrections, interest or any other liabilities arising from the Project. The Partner agrees to set off any receivables of the Coordinator against the Partner's receivables, even if such receivables were not yet due.

Article 8. Bank account

Bank name:

Full Address of Branch:

Precise denomination of account holder:

Full account number (including bank codes):

IBAN:

SWIFT

Article 9. Reports

1. The Partner shall provide the Coordinator with any information and documents required for the preparation of progress reports within 5 working days of the end of a given reporting period.
2. Reporting schedule for this Project:

First report: for a period of 6 months from the start date of the Project, i.e. 28 February 2026

Second and subsequent reports: for a period of 6 months from the last day of the previous reporting period, i.e. 31 August 2026 and 28 February 2027.

In the event of a change in dates, the Coordinator shall notify the Partner in writing.

3. The Partner shall provide the **Coordinator** with all information and documents required to prepare the final report within 10 calendar days from the end of the Project implementation period and, in specific cases, certified copies of all necessary supporting documents covering the entire duration of the Project, completed and signed by a duly authorised legal representative of the Partner, by 15 September 2027 at the latest.
4. Accounting documents presented by the Partner should be described at least as to show the relationship of expenditure to the Project and to confirm that it was incurred within the Project. A template for the description of the accounting document to be used by the Partner will be given to the Partner by the Coordinator.
5. All expenses incurred by the Partner within the Project must be documented. Documents confirming incurred expenses are paid invoices or other accounting documents of equivalent evidentiary value, along with proof of payment. In accordance with the provisions of Article 5(4), copies of all accounting documents, together with descriptions and confirmations of payment, shall be attached to the accounting note submitted after the end of the relevant reporting period.
6. A detailed description of the required documents in accordance with the National Agency's Beneficiary Manual is attached as Appendix No. ... to the Agreement.
7. All accounting documents evidencing expenditure incurred under the Project should be described in a manner that identifies them with the Project and should include at least:
 - a) the name of Project and the number of the agreement with NAWA,
 - b) the amount of eligible expenditure incurred within the document
 - c) the purpose of incurring expenditure
 - d) item number/task name from the Project's budget
 - e) the date of payment.
8. The Partner is fully responsible for the compliance of the expenses incurred with the legal provisions applicable in its country. The Coordinator has the right to request explanations, documents or legal basis proving the compliance of the expense with these laws and has the right to refuse to accept the expense if its eligibility or compliance with the Partner's national law is not sufficiently demonstrated.

Article 10. Monitoring and supervision

1. The Partner shall provide without delay the **Coordinator** with any information that the latter may request from the Partner concerning the carrying out of the Project covered by this Agreement.
2. The Coordinator will provide the Partner with templates of documents set out in the NAWA Beneficiary

Manual and any additional forms, guidelines and instructions provided to the Coordinator by the National Agency during the course of the Project. The partner is obliged to use the documents provided when implementing and documenting the Project.

The Coordinator may refuse to recognise expenditures or results of the Project if the Partner fails to apply the templates provided or applies them not in accordance with the requirements of the programme.

3. The Partner shall make available **to the Coordinator** any documents necessary to verify that the work programme is carried out or has been carried out (including documents confirming meetings, workshops, accounting documents with proofs of payment, etc.)

Article 11. Intellectual Property Rights

1. The Coordinator manages copyright in accordance with agreement No. **BPI/PST/2024/1/00034/U/00001**.
2. The Partner declares that at the time of transferring the works created as a result of the performance of the Agreement to the Coordinator, it shall be entitled to the author's economic rights to them to the extent necessary to grant the Coordinator a non-exclusive licence to use them. The Partner declares that the use of the above-mentioned works under the Agreement does not violate any intellectual property rights of third parties, and in particular does not require obtaining any permission from a third party.
3. The Partner, each time on the basis of a separate transfer, grants the Coordinator a non-exclusive licence, unlimited in terms of territory, time and conditions, to use the transferred works in all currently known fields of exploitation, in particular:
 - a) perpetuating and multiplying in whole or in part by producing copies of the works with any printing technique, magnetic recording, any graphic techniques and digital form;
 - b) distribution of the works, regardless of the form, on any media, in any language, to any number of people and for any purpose;
 - c) disseminating through public display or screening, as well as public sharing in such a way that everyone can access them at the time and place of their choice, in particular on the computer or on the Internet, including the Agency's website;
 - d) placing/incurring on movable or immovable property;
 - e) sharing under a Creative Commons open licence.
4. The moment of granting the Coordinator a non-exclusive licence to the works shall be deemed to be the moment of transfer of the work.

Article 12. Liability

1. The Parties, together with the other Project partners specified in application No. BPI/PST/2024/1/00034, shall be jointly and severally liable for the implementation of the Project. If one of partners fails to implement its part of the Project, the other partners become responsible for implementing this part (but without increasing the maximum amount of the grant).
2. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.

3. The Partner shall protect the **Coordinator** and its personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the **Coordinator** or its personnel.

Article 13. Termination of the Agreement by the Coordinator

1. The Coordinator may terminate the Agreement with immediate effect in the event of a material breach by the Partner of its obligations under the Agreement. The following shall be considered material breaches:
 - a) refusal to provide documents, information or data necessary for controlling, monitoring or settling the Project;
 - b) refusal to cooperate in inspections or actively obstructing inspections of the Project;
 - c) submission of forged, falsified or untrue documents, or deliberately providing false data;
 - d) disbursement of funds in a manner grossly in breach of the Partner's national law or rules of eligibility of the Programme;
 - e) failure to remedy breaches identified by the Coordinator that prevent or seriously jeopardise the proper settlement of the Project, in particular breaches relating to financial or documentary obligations;
 - f) causing a risk of expenditure being questioned, delayed or reduced by the National Agency;
 - g) causing a significant delay in the implementation of the Project, lasting at least 30 days, despite a written request to restore the correct course of implementation.
2. In the case of other breaches, the Coordinator may terminate the Agreement if the Partner has not remedied the breaches within the period specified in the written request, which shall not be less than 7 days. In particular such breaches are considered to be:
 - a) delay in submitting documents required for the preparation of reports, lasting more than 5 working days after the original deadline specified in the contract;
 - b) submission of incomplete documents, documents not labelled in accordance with the requirements or documents prepared in a manner inconsistent with the templates provided;
 - c) use of incorrect exchange rates or failure to provide evidence of the basis for their determination;
 - d) incorrect labelling of Project-related materials, despite a written request for correction;
 - e) failure to provide information or documents required for Project management, as referred to in Article 4;
 - f) Failure to account for part or all of the funds received in accordance with the requirements of the Programme.

3. Any notice of termination of the Agreement must be made in writing, otherwise it shall be null and void.
4. In the event of termination of the Agreement, the Partner shall promptly return to the Coordinator any unused funds and funds spent incorrectly, in accordance with the rules set out in the Agreement.

Article 14. Termination

1. In the event of suspension of funding or termination of the contract by NAWA, the partnership Agreement shall be terminated on the date of delivery of the Coordinator's notice to the Partner.
2. Termination of the Agreement shall not release the Partner from the obligation to settle the funds and return the funds due to the Coordinator.

Article 15. Partner's liability

1. The Partner shall be fully liable for any financial losses, penalties, corrections, reductions in payments or reimbursements imposed on the Coordinator by the National Agency for Academic Exchange as a result of the Partner's actions or omissions.

Article 16. Coordinator's inspections

1. The Coordinator is authorised to inspect the Partner's implementation of the Project, including document inspections, on-site inspections and remote inspections.
2. The Partner undertakes to provide full access to all documents related to the Project, persons involved in the implementation of the Project and necessary data.
3. The Coordinator may carry out an inspection at any time during the implementation of the Project and throughout the entire period of document archiving.

Article 14. Jurisdiction clause

1. Failing amicable settlement, the Courts of Poland shall have sole competence to rule on any dispute between the contracting parties in respect of this Agreement.
2. The law applicable to this Agreement shall be the law of the Republic of Poland. Any disputes shall be settled by a common court competent for the seat of the Coordinator

Article 15. Retaining

The Partner undertakes to retain documents related to the Project for at least 5 years from the date of completion of the Project and to make them available to the Coordinator and auditing institutions upon request.

Article 16. Processing of personal data

1. The Parties shall make every effort to protect the personal data processed in the course of the Project, in particular by applying the relevant provisions of the generally applicable law.
2. At the time of the need to transfer personal data between the Coordinator and the Partner, a data processing agreement, governing the rules and manner of processing of personal data, shall be signed.

Article 17. Amendments or additions to the contract

Amendments to this Agreement require written form under clause of nullity.

Appendices

1. National Agency budget with description
2. Statement of expenditure
3. Template of the note and list of documents for the report
4. List of documents confirming expenditure
5. Agreement No. BPI/PST/2024/1/00034/U/00001 with appendices

Coordinator

Partner

Podepsáno elektronicz 26.1.2026

Podepsáno elektronicz 20.1.2026

.....
(Date and signature of the person authorised to conclude civil law
contracts or visual representation of their qualified electronic
signature)

.....
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